

## EN BANC

**[ A.C. No. 8840 [Formerly CBD Case No. 11-3121],  
March 08, 2016 ]**

**SPOUSES EDUARDO G. GACUYA AND CARIDAD ROSARIO  
GACUYA, COMPLAINANTS, VS. ATTY. REYMAN A. SOLBITA,  
RESPONDENT.**

## DECISION

### PER CURIAM:

Before us is a Complaint for Disbarment filed by the Spouses Eduardo and Caridad Gacuya (Spouses Gacuya) against respondent Atty. Reyman A. Solbita (Atty. Solbita), docketed as A.C. No. 8840 for notarizing documents without a valid notarial commission.

The facts are as follows:

On February 21, 2006, the Spouses Gacuya went to the residence of Atty. Solbita at Bulanao, Tabuk City, Kalinga to request legal assistance for the purpose of drafting and notarizing a deed of sale of a parcel of land covered by Transfer Certificate of Title No. T-5925.

The deed of sale involving the subject parcel of land was then executed and signed by the Spouses Gacuya, as sellers, and the Spouses Fernando S. Gonzales, Jr. and Marivic P. Gonzales (*Spouses Gonzales*), as buyers. Standing as witnesses to the deed were Angelo Sanchez and Melanie Balbino who likewise affixed their signatures thereon. The total consideration is One Million Two Hundred Thousand Pesos (P1,200,000.00), but what was reflected in the Deed of Sale was only the amount of One Hundred Thousand Pesos (P100,000.00) to save on the capital gains tax.

Atty. Solbita then suggested that he will antedate the notarization of the deed of sale to December 31, 2005 since his Notarial Commission already expired and he was still in the process of renewing the same for the year 2006. However, Marivic Gonzales insisted that the instrument be notarized on the date it was executed to avoid penalties or surcharges by the Bureau of Internal Revenue (*BIR*) for late payment of capital gains tax. The contracting parties agreed and consented. Consequently, Atty. Solbita notarized the Deed of Sale on February 21, 2006, the date it was executed by the contracting parties and entered it as Doc. No. 440, Page No. 88, Page No. X (sic), Series of 2006 despite an expired notarial commission.

On February 22, 2006, the Spouses Gonzales completed the transfer of title of the subject lot in their favor with the issuance of Transfer Certificate of Title No. T-17611.

The Spouses Gacuya, on the other hand, used the proceeds of the sale of the

property to pay their mortgaged debt with the Development Bank of the Philippines (DBP) which was already past due and subject to foreclosure, and thus, they were able to redeem the mortgaged property covered by Original Certificate of Title No. P-5215 situated in Poblacion, Tabuk, Kalinga.

Three (3) days from the execution and signing of the Deed of Sale, Eduardo Gacuya (*Gacuya*) went to Atty. Solbita carrying with him a Philippine National Bank (PNB) Manager's Check in the amount of One Million Two Hundred Thousand Pesos (P1,200,000.00) and offered to return the money to the Spouses Gonzales because there was another buyer willing to buy the property at a higher price. However, the Spouses Gonzales did not accept the PNB Manager's Check in the amount of P1,200,000.00 and explained that the contract of sale was already consummated and that the property was already transferred to their name.

On April 11, 2006, Gacuya filed an action for declaration of nullity of documents, recovery of ownership and title with tender of payment, consignment and damages, before the Regional Trial Court of Bulanao, Tabuk City, Kalinga, Branch 25, entitled "*Eduardo G. Gacuya v. Spouses Fernando S. Gonzales, Jr. and Marivic Pagaduan Gonzales*", docketed as Civil Case No. 641.

Atty. Solbita alleged that Gacuya asked him to testify in his favor against the Spouses Gonzales, but he declined as he viewed the same to be unfair to the latter and he did not want to lie in court in violation of his lawyer's oath.

On October 28, 2009, the court *a quo*, in its Decision,<sup>[1]</sup> dismissed the complaint for insufficiency of evidence. The subsequent motion for reconsideration was, likewise, denied.

Thus, the instant petition for disbarment was filed by the Spouses Gacuya against Atty. Solbita for alleged untruthful statement of facts in the subject deed of sale and for notarizing the same despite an expired notarial commission.<sup>[2]</sup>

On June 6, 2011, the Court required Atty. Solbita to file his Comment on the petition for disbarment, and referred the instant case to the Integrated Bar of the Philippines for investigation, report and recommendation.<sup>[3]</sup>

In his Comment<sup>[4]</sup> dated March 14, 2011, Atty. Solbita denied that he made untruthful statements in the deed of sale and alleged that the same were baseless. He claimed that he had neither interest on the subject property nor any motive so as to induce him to falsify or make untruthful statements to the detriment of the Spouses Gacuya. By way of defense, Atty. Solbita claimed that he informed the parties of his expired notarial commission as, in fact, he suggested to antedate the deed of sale to December 31, 2005. Atty. Solbita surmised that the Spouses Gacuya filed the instant petition for disbarment in order to get back at him due to the unfavorable decision in Civil Case No. 641 which the latter filed against the Spouses Gonzales.

On April 10, 2012, the Integrated Bar of the Philippines-Commission on Bar Discipline (*IBP-CBD*) found Atty. Solbita administratively liable for notarizing a deed of sale despite his expired notarial commission. It recommended that Atty. Solbita be reprimanded for violation of the lawyer's oath with stern warning that any